

GENERAL RELEASE, INDEMNIFICATION AND ASSUMPTION OF THE RISK
REGARDING THE TRANSFORMUS EVENT TO BE HELD FROM JULY 14^h, 2016 to July
18th, 2016

I, the undersigned participant, in consideration of the purchase of a ticket to the Transformus Event to be held on the weekend of JULY 14th, 2016 to July 18th, 2016 at the "Deerfields" property located in Mills River, North Carolina ("the Transformus Event"), the receipt of which is hereby acknowledged, do hereby fully and unconditionally release and forever discharge Transformus, LLC, its members, managers, employees, agents, independent contractors, successors and assigns ("Transformus"), as well as the landowners, John J Redden and Greg Redden, and their respective heirs, executors, administrators, agents, successors and assigns ("the Reddens") from any and all claims, losses, liabilities, or demands related to injuries or other damages sustained by me arising out of or related to my entry and attendance at the Transformus Event, including claims for negligence on the part of Transformus or the Reddens.

I agree to indemnify, defend and hold harmless Transformus and the Reddens from any and all liabilities, claims, suits, actions, losses, damages, and expenses, including attorneys' fees, arising out of or related to my entry and attendance at the Transformus Event.

Further, I, the undersigned participant, acknowledge and assume that there are certain inherent risks associated with the Transformus Event including the presence of two lakes, creeks, uneven terrain, rocks, holes, trees, plants and other forest growth, wildlife, fire (including bonfires, campfires and mobile flame vehicles), large interactive art projects and other related hazards. Likewise, I understand and acknowledge that there are risks associated with the activities and behavior of myself and other attendees of the Transformus Event, including intoxication, dancing and other revelry. Should I undertake and participate in any activities located on or within the shoreline of either or both lakes, including but not limited to swimming, boating, fishing or any other water activity, I assume the risk and dangers resulting from my participation in such activities. I acknowledge that during the Transformus Event, Transformus shall not hire or provide the services of any life guards or boating safety officers to monitor or supervise the activities of any participant on or within the shoreline of each lake.

I hereby understand and agree that this General Release, Indemnification and Assumption of the Risk shall be binding upon my heirs, executors, administrators, personal representatives, attorneys-in-fact and collectors and that this General Release, Indemnification and Assumption of the Risk shall inure to the benefit of Transformus and the Reddens.

I agree that this General Release, Indemnification and Assumption of the Risk shall be governed by the laws of the State of North Carolina and that the exclusive jurisdiction for any claims I may bring against Transformus or the Reddens related to the Transformus Event is in the Superior Court of Buncombe County, North Carolina.

I represent that I am competent and of sound mind and sign this agreement of my own free will.
This the _____, 2016.

Undersigned Participant and ticket holder

Printed name: _____

Telephone number: _____ Email: _____

Emergency Contact Name and Number: _____

Where are you camping? _____

Gate staff ONLY: Ticket Barcode: _____ Letter: _____ Wristband: _____

Personal Use and Copyright Agreement Regarding Event Imagery

By entering the Transformus Event, I agree to the following terms, conditions, and guidelines for the use of any imagery obtained or created at the Event, including, but not limited to, still photographs and videos (hereinafter "Event Imagery"). Transformus monitors dissemination of Event Imagery to: (1) preserve the principle of Decommodification by ensuring that Event Imagery from the Event is not used for advertising or commercial purposes; and (2) protect participants' privacy, freedom of expression, and creative immediacy. Participants may use Event Imagery for "Personal Use," which is defined as: (1) the sharing of Event Imagery with friends and family; (2) displaying Event Imagery on personal websites (so long as the website does not sell any product or service, and does not purport or appear to be an official website of Transformus or Transformus, LLC); and (3) displaying Event Imagery on personal accounts of photo sharing and social networking websites, such as Flickr and Facebook (so long as the display of the Event Imagery is not commercial or promotional and the account is not affiliated with any commercial enterprise).

I UNDERSTAND AND ACCEPT THAT I MAY NOT USE ANY EVENT IMAGERY WITHOUT PRIOR WRITTEN PERMISSION FROM TRANSFORMUS, OTHER THAN FOR PERSONAL USE (as defined above). I understand that as a condition of admission to the Transformus Event I relinquish any right I might have now or in the future to sell, transfer, license, sublicense, or give my Event Imagery to any other party and agree to inform anyone to whom I give any Event Imagery that it can only be used for Personal Use. Without the prior written consent of Transformus, I understand that I may not use in any advertisement, promotional materials (including music videos), or in the title or on the cover of any publication designed for public dissemination (other than blog posts), any: (1) Event Imagery, (2) drawings or representations of the Transformus sculpture, or (3) logos, trademarks, or other intellectual property owned or licensed by Transformus, including the phrase "Transformus."

In exchange for being given admission to the Transformus Event I assign to Transformus a joint ownership in the copyright to my Event Imagery for the purpose of enabling Transformus to enforce that copyright against any third party that displays or disseminates Event Imagery of which I am an owner in a manner not authorized by these Terms and Conditions, as determined by Transformus. I appoint Transformus as my attorney-in-fact to execute any documents necessary to effectuate this assignment. Since I understand that, in the absence of written permission from Transformus, I have no right to sell, transfer, license, sublicense or give any of my Event Imagery to any other party, if a third party obtains and uses any of my Event Imagery without such written permission, I agree that any permission, license, or rights I may have granted this third party are void and invalid and that Transformus has the absolute right, as joint copyright owner, to require the third party to cease all use of the Event Imagery. Despite assigning Transformus a joint ownership interest in my Event Imagery, Transformus will not have any obligation or duty to account for any profits that might arise from their use of any jointly owned Event Imagery. Additionally, this assignment of a joint copyright interest does not create a partnership or joint venture between the assignor and the assignee and I disclaim the existence and intent to create any partnership or joint venture with Transformus.

If I post, or allow to be posted, any Event Imagery on a personal website or a website controlled by a third party, I agree that: (1) I will place, or cause to be placed, on any webpage where Event Imagery is displayed a notice that: (a) the Event Imagery can be used only for the poster's personal use and not for any other purpose, and (b) the Event Imagery may be downloaded or copied only in accordance with one of three Creative Commons' licenses that prohibit the licensee from using the Event Imagery for commercial purposes, including CC BY-NC, CC BY-NC-SA, and CC BY-NC-ND (available at <http://creativecommons.org/licenses/>); (2) I will not license any Event Imagery that contains any nudity or partial nudity (including any imagery in which bare breasts, bare buttocks, genitals, or genital areas are visible); and (3) if Transformus notifies me that any Event Imagery must be removed, for any reason whatsoever in Transformus' sole discretion, I will promptly remove or cause the requested images to be removed at my own cost. Transformus, as joint copyright holder, reserves all rights to revoke any Creative Commons license that was erroneously placed on Event Imagery in violation of these Terms and may cause the removal of such Event Imagery on any webpage on which it is displayed. I understand that use of the Creative Commons' licenses approved herein does not supersede these Terms and Conditions, or my responsibility as the photographer or videographer to obtain all necessary permissions from subjects and artists as appropriate and required by law.

Transformus forbids the use of Event Imagery that contains nudity presented in a sexual context without the express written permission of subjects for any purpose, including for private profit. Violations or suspected problems of this nature should be reported to the Rangers and/or Transformus Board of Directors or at press@transformus.com.

Undersigned Participant and ticket holder